

IN THE UNITED STATES DISTRICT COURT  
DISTRICT OF NEBRASKA

SECURITIES AMERICA FINANCIAL  
CORPORATION,

Plaintiff,

V.

RAYMOND J. LUCIA, SR.,

Defendant.

NO. 8:08-cv-515

## COMPLAINT

COMES NOW Plaintiff, Securities America Financial Corporation (“SAFC”), and for its Complaint against Defendant, Raymond J. Lucia, Sr. (“Mr. Lucia”), alleges as follows:

## **Parties, Jurisdiction and Venue**

1. SAFC is a Nebraska corporation with its principal place of business in Nebraska.
2. Mr. Lucia is a resident of California.
3. This Court has jurisdiction of the subject matter pursuant to 28 U.S.C. § 1332, in that this is an action between citizens of different states and the amount in controversy, exclusive of interest and costs, exceeds the sum or value of \$75,000.00.
4. Venue is proper in this district pursuant to 28 U.S.C. § 1391, in that a substantial part of the events or omissions giving rise to the claim occurred in Nebraska.

**Statement of Claim**

5. On or about May 31, 2007, Mr. Lucia made and delivered to SAFC a Promissory Note in the principal amount of \$750,000.00. A true and correct copy of the Promissory Note is attached hereto as Exhibit A.

6. Through the Promissory Note, Mr. Lucia and SAFC agreed that Mr. Lucia's ceasing to be a registered representative of Securities America, Inc., an affiliate of SAFC, would constitute an Event of Default permitting SAFC to declare immediately due and payable the entire unpaid principal balance and accrued interest under the Note.

7. Mr. Lucia ceased to be a registered representative of Securities America, Inc.

8. SAFC declared immediately due and payable the unpaid principal balance and accrued interest due then due it under the Promissory Note.

9. The amount due SAFC from Mr. Lucia under the Promissory Note is \$400,040.13.

10. Despite lawful demand, Mr. Lucia has failed to pay the amounts due SAFC under the Promissory Note.

11. The Promissory Note is a valid contract between SAFC and Mr. Lucia.

12. SAFC has performed all conditions precedent to Mr. Lucia's performance of the Promissory Note.

13. Mr. Lucia has breached the Promissory Note, in that he has failed to pay the amounts due SAFC.

14. As a result of Mr. Lucia's breach of the Promissory Note, SAFC has been damaged.

WHEREFORE, SAFC requests that the Court enter judgment for money damages against Mr. Lucia in an amount to be established at trial, and for such pre- and post-judgment interest and costs as the law may provide.

DATED THIS 1st day of December, 2008.

SECURITIES AMERICA FINANCIAL  
CORPORATION, Claimant

By: /s/ Richard P. Jeffries  
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**Request for Place of Trial**

SAFC requests trial of this matter at Omaha.